court upheld the right of equity to restrain criminal prosecution when such prevention is necessary to the safe-guarding of rights of property. That the act in question is invalid, in that it denies to aliens the equal protection of the laws, cannot be doubted. The term "persons" as used in the fourteenth amendment has repeatedly been held to apply not only to citizens of the United States, but as well to all individuals who, though not yet naturalized, are within the jurisdiction of the states and owing a temporary allegiance. *Yick Wo* v. *Hopkins,* 118 U. S. 356; *United States* v. *Wong Kim Ark,* 169 U. S. 649; *Ex Parte Virginia,* 100 U. S. 339; *Mitchell* v. *Hitchman Coal and Coke Co.,* 214 Fed. 685. The statute examined in the principal case deprives aliens of just such a substantial property right as the guarantee of the equal protection of the laws is designed to protect. *Allgeyer* v. *Louisiana,* 165 U. S. 578, 41 L. Ed. 832; *Adair* v. *United States,* 208 U. S. 161, 52 L. Ed. 436; *Braceville Coal Co.* v. *People,* 147 Ill. 66; *In re Opinion of the Justices,* 220 Mass. 627, 108 N. E. 807. That the statute in question is clearly within the prohibition of the constitution would seem to be indicated by the fact that only a very few cases involving like statutes have ever come before the courts. Two cases in which substantially the same statute was held unconstitutional on like grounds are *In re Tiburcio Parrott,* 1 Fed. 481; *Ex Parte Case,* 20 Idaho 128, 116 Pac. 1037. The other point passed upon by the court, that of allowing the enforcement of a criminal statute to be restrained by a bill in equity, seems to carry that doctrine somewhat further than ever before permitted. At common law equity would not interfere with the enforcement of a criminal statute, *In re Sawyer,* 124 U. S. 200. An exception was, however, allowed in favor of a party to the criminal suit, when the bill involved the same right that was in issue in such suit, or was necessary to prevent the invasion of some right of property. The first obstacle, a technical one, would be that neither the complainant nor anyone else is as yet party to any criminal action. *Davis & Farnum Mfg. Co.* v. *Los Angeles,* 189 U. S. 207. With reference to the other ground of exception to the rule, the court expressly holds that complainant suffered an invasion of his right of property by the prospective enforcement of the act, despite the fact that he had then no contract of employment. His right to seek employment freely is held to be a substantial property right. See cases above cited.

CONTRACTS—AGREEMENT TO MAKE CONTRACT.—The government of the United States through its agents advertised for sealed bids for the construction of certain improvements at Ft. Mason, San Francisco, California. The defendant's bid was accepted with a certain modification. Defendant did not agree to this modification, and the government subsequently accepted the original bid of defendant without change. Defendant then refused to sign the written and formal contract, and the government sues for breach of contract. *Held,* (1) The binding effect of the contract cannot be defeated by the failure of either party to sign the formal contract, where the parties have reached a definite agreement through correspondence, even though the parties understood that such formal contract was subsequently to be drawn and executed. (2) Since, however, the government did not accept the pro-

posal of the defendant until after the unreasonable delay occasioned by the attempt to get its counter-proposal accepted, there was no legal acceptance of the defendant's proposal, and no contract was consummated between the parties. *United States* v. *P. J. Carlin Construction Company* (C. C. A., 1915), 224 Fed. 859.

The first point of the decision in this case, viz., that the fact that a future formal written contract is contemplated will not prevent the agreement reached through preliminary correspondence and writings from being held binding, is the generally accepted doctrine. *Sanders* v. *Pottlitzer Bros. Fruit Co.*, 144 N. Y. 209, 39 N. E. 75, 29 L. R. A. 431; *Drummond* v. *Crane*, 159 Mass. 577, 23 L. R. A. 707; *Blaney* v. *Hoke*, 14 Ohio St. 292; *Thomas* v. *Dering*, 1 Keen 729; *Whitted & Co.* v. *Fairfield Cotton Mills*, 210 Fed. 725. It has been held, however, that the fact that the parties contemplated a formal agreement is some evidence that they did not intend to bind themselves until the agreement was reduced to writing. *Mississippi & D. Steamship Co.* v. *Swift*, 86 Me. 248, 29 Atl. 1063; R. C. L., Vol. 6, p. 619. See also *Wharten* v. *Stoutenburgh*, 35 N. J. Eq., 266. The rule, of course, is designed to give effect to the intention of the parties, and it is therefore all-important that the facts should clearly show that the parties had arrived at a complete understanding, and that the embodying of that understanding in a formal written instrument was not a part of the contract itself; for, manifestly, if the writing of the contract is a part of the bargain, the court cannot make a different contract for the parties by applying the rule in question. *Lyman* v. *Robinson*, 14 Allen 242, 254. In view of the danger of thus forcing a binding contract upon the parties deduced from separate writings and correspondence, when they had not contemplated being bound until the written contract was formulated, the court in the instant case hints that this rule should not be extended to verbal agreements which are subsequently to be reduced to writing. Following a similar statement in *Sanders* v. *Fruit Co.*, supra, the court says:—"When parties enter into a mere verbal agreement, with the understanding that it shall be finally reduced to writing as the evidence of the terms of the contract, it may be that nothing is binding upon either party until the writing is executed." While this limitation has not, so far as investigation reveals, been authoritatively adopted, it would seem a desirable safeguard against the abuse of the rule under discussion, and the fact that it is mentioned in these cases would signify a leaning of the courts toward its adoption.

CORPORATIONS—LIABILITY OF STOCKHOLDERS AS PARTNERS.—A, B and C, having determined to form a corporation, contracted through A as agent, to pave a city street and a street railway company's right of way. Subsequently, A contracted with plaintiff to purchase of it the paving blocks necessary to pave the right of way. The contract with the city was entered into before any steps had been taken to incorporate; the one with the railway company after incorporation, but before organization; and the one with plaintiff after organization. None of these contracts was signed in the corporate name, the signature on each being, "A & B, by A." *Held*, that A and